

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SEATTLE TIMES COMPANY,

Plaintiff,

V.

LEATHERCARE, INC.; STEVEN RITT;
and the marital community composed of
STEVEN RITT and LAURIE ROSEN-
RITT,

Defendants/Third-Party
Plaintiffs,

V.

TOUCHSTONE SLU LLC; and
TB TS/RELP LLC,

Third-Party Defendants.

C15-1901 TSZ

ORDER

THIS MATTER comes before the Court on an unopposed motion, docket no. 362, brought by (i) LeatherCare, Inc. (“LeatherCare”); (ii) Steven Ritt and the marital community composed of Steven Ritt and Laurie Rosen-Ritt (collectively, “Ritt”); and (iii) Touchstone SLU LLC and TB TS/RELP LLC (collectively, “Touchstone”), seeking a determination concerning the reasonableness of a settlement among them. The only other party to this litigation, Seattle Times Company (“Seattle Times”), has indicated that it does not oppose entry of an order finding the proposed settlement reasonable, it waives

1 any right to a hearing under RCW 4.22.060, and it reserves all rights and defenses as to
 2 the effect of the settlement on its several liability. Pla.'s Statement of Non-Opposition
 3 (docket no. 370).

4 The Court is of the opinion that no reasonable determination is required.

5 Washington's Tort Reform Act effectively abolished "joint and several liability in most
 6 circumstances in favor of proportionate liability." *Point Ruston, LLC v. Pac. NW Reg'l
 7 Council of United Bhd. of Carpenters & Joiners of Am.*, No. C09-5232, 2010 WL
 8 2545399 at *1 (W.D. Wash. June 21, 2010). The "centerpiece" of this legislation, *i.e.*,
 9 RCW 4.22.070, requires that all liability be apportioned unless a listed exception applies,
 10 in which event the liability would be joint and several. *See id.* at *2 (quoting *Standing
 11 Rock Homeowners Ass'n v. Misich*, 106 Wn. App. 231, 245, 23 P.3d 520 (2001)); *see
 12 also* RCW 4.22.070(1). Only if a defendant is jointly and severally liable is the effect of
 13 any settlement governed by RCW 4.22.060, which requires that a determination as to the
 14 reasonableness of the amount to be paid in settlement be obtained from the Court. *See
 15 RCW 4.22.070(2); see also* RCW 4.22.060(1). In this matter, however, the Court has
 16 expressly declared that Ritt has no liability, *see* Order at 121, ¶ 2 (docket no. 270), and
 17 that Seattle Times and LeatherCare are severally, and not jointly, liable to Touchstone,
 18 *see id.* at 118, ¶ 4. Thus, no reasonableness analysis is required by RCW 4.22.070(2).
 19 Moreover, actions, like this one, relating to hazardous substances are explicitly excluded
 20 from the requirements of the Tort Reform Act's "centerpiece." RCW 4.22.070(3)(a).

21 Having concluded that no hearing pursuant to RCW 4.22.060 is needed, the Court
 22 nevertheless accepts the concession of Seattle Times that the proposed settlement among
 23

1 Touchstone, LeatherCare, and Ritt is reasonable. LeatherCare was allocated a share of
2 Touchstone's recovery under Washington's Model Toxics Control Act ("MTCA") in the
3 amount of \$5,435,432.24. Order at 119, ¶ 7 (docket no. 270). Of that sum, a portion was
4 paid to Seattle Times to reimburse it for what it overpaid to Touchstone pursuant to the
5 MTCA, see Satisfaction of Judgment (docket no. 365), and judgment was entered against
6 LeatherCare and in favor of Touchstone on its MTCA claim in the principal amount of
7 \$3,580,676.85, plus interest to accrue at the rate of two and forty-four hundredths of one
8 percent (2.44%) per annum. Judgment at ¶¶ 5 & 9 (docket no. 271). Supplemental
9 judgment was entered against LeatherCare and in favor of Touchstone with respect to its
10 reasonable attorneys' fees in the amount of \$446,746.53, see Supp. Judgment (docket
11 no. 337), resulting in a principal balance of \$4,027,423.38 owed by LeatherCare to
12 Touchstone, with LeatherCare also being responsible for a 29/103 share of any future
13 response costs relating to groundwater treatment, regulatory review, or operation of the
14 103 injection wells at the real property bounded by Fairview Avenue North, Thomas
15 Street, Boren Avenue North, and Harrison Street in Seattle, Washington, see Judgment at
16 ¶ 10 (docket no. 271).

17 The proposed settlement contemplates a lump-sum payment of \$4.3 million, with
18 \$1,637,178.77 allocated to future costs, and the remaining \$2,662,821.23 apportioned
19 among past costs, post-judgment interest, and attorneys' fees. See Motion at 5 (docket
20 no. 362). The manner in which the settlement funds are to be structured would result in
21 the amount that Seattle Times owes to Touchstone under the Environmental Remediation

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1 and Indemnity Agreement being reduced to \$1,688,546.72. See id. at 6. No objection
2 having been made, the Court approves the settlement.

3 **Conclusion**

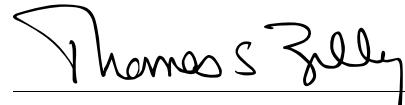
4 For the foregoing reasons, the Court ORDERS:

5 (1) The motion brought by Touchstone, LeatherCare, and Ritt, docket no. 362,
6 is GRANTED; and

7 (2) The Clerk is directed to send a copy of this Order to all counsel of record.

8 IT IS SO ORDERED.

9 Dated this 22nd day of January, 2021.

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Thomas S. Zilly

11 Thomas S. Zilly
12 United States District Judge

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